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JOSEPH G. NASSIF

REPLY TO ST LOUIS

March 8, 1991

Mr. Steven Siegel
Assistant Regional Counsel
U.S. Environmental Protection Agency
5CS-TUB-3
230 South Dearborn
Chicago, Illinois 60604

Re: Final Carve-Out Proposal: N.L. Industries/Taracorp Site

Dear Mr. Siegel:

On Thursday, February 21, 1991, Alter Trading, AT&T, Federal Hoffman, Ford Motor Company, General Motors, and Philipp Brothers (hereafter the "Companies") made their final carve-out proposal to you, two aspects of which were unacceptable to the Agency. Thus, three months of intensive effort by these Companies to settle this matter with the Agency ended without a settlement being reached. The purpose of this letter is to document the good faith efforts of these Companies to bring about a settlement, not just on their own behalf, but on behalf of all PRPs. Also, it is important that the Agency understand that these Companies are still very much interested in reaching an agreement and believe that their latest offer should have been accepted by the Agency. The Companies have taken all reasonable steps, as more fully explained herein, to bring themselves into compliance with the Unilateral Administrative Order (the "Order").

The offer that was confirmed during our discussion on February 21, 1991 contained approximately fifteen points; the Agency and the Companies were able to reach an agreement on all but two of these points. The latest offer of the Companies would have had the settling customers,[1] who by volumetric

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[1] As stated herein, the Companies canvassed all of the customers receiving the Order to assess interest in their proposal. The 40% figure set forth herein is based on the informal canvassing and amounts to a best-case calculation on the number of interested customers. A letter sent to those customers not receiving the Order (deminimus), indicated that there was little, if any, interest among this group to help fund the cleanup.

share account for less than 40% of the viable customers receiving the Order, paying 100% of the customer portion of the cleanup. This translates into providing remedial design and remedial action work with a value of $10,200,000 towards a total estimated cleanup of $29,200,000 or 35%. Essentially settling customers who, by volume, account for less than 15% of the total responsibility for the overall site cleanup have agreed to perform 35% of the project.[2] It is extremely unfortunate that the Agency rejected this proposal.

During our February 21, 1991 phone conversation, the Companies advised you that they could not agree to two changes to their proposal, which you intended to circulate for Agency approval. The first change you were going to propose, i.e., funding the Remedial Design Investigation ("RDI") in addition to 35% of the remedial work, was rejected by the Companies because it would increase the cost of this proposal to the settling customers by $1,200,000 and would push their share of the carve-out beyond 35%. This was totally unacceptable, particularly in light of the small number of interested customers. The second unacceptable change had to do with your insistence that the Companies excavate in and around the residences near the N. L. Industries/Taracorp site. This would have a small number of customers doing all the prep work, all the mobilization, all the public relations work for a relatively small percentage of the residential cleanup (less than 15%). Any moneys spent on these items would be in addition to the settling customers' share of the project (35%). The Companies proposed substituting cleanups of the alleys and a cash payment, a far less complex, less disruptive, and more cost effective option; however, the Agency rejected the Companies' alternative. The sense that came out of the negotiations is that the Agency is looking for some part of the residential work to be done in order to bolster its litigation posture.

This small group of customers has tried to forge a settlement under the most difficult of circumstances. Up until December 7, 1990, there had been across-the-board rejection by all PRPs of the residential cleanup level and remedy. The

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[2] The interested customers comprise 40% of the viable customers receiving the Order. Under this proposal, the customers' share of the total cleanup was 35%. In terms of overall responsibility for the cleanup, the interested customers represent 14% (35% x 40%) by volume of those receiving the Order.

cleanup level was rejected because there was not sufficient data to show a relationship between soil-lead levels above 500 ppm and blood-lead levels in the Granite City residents living near the site. The 500 ppm cleanup level for residential areas is not based on science or fact. The fact that a major blood-lead study is being planned for the area by the State of Illinois, after the cleanup value has already been set, is proof that there is serious question about the relationship of the ROD cleanup values and legitimate public health concerns. As the Agency knows, the customer PRPs early on proposed a blood-lead study for the very reason stated above. The customers have always been willing to accept the ROD cleanup levels so long as they are justified by a competent study.

Despite the firm belief of these Companies that a study needs to be done before a cleanup value is set, they proposed on December 7, 1990 in your offices that a carve-out take place separating the customers' share of the cleanup from that of the owner/operators. They presented various rationales for where the line should be drawn between the owner/operators' share and that of the customers. Their original proposal included a sliding scale based upon the number of customers participating. The sliding scale would have protected the customers from paying too great a premium in the event that a large number of customers decided not to settle. From the beginning, these Companies told you that this was a very likely possibility, particularly if the Agency refused to consider tilling as a remedial option as part of the RDI. During the meeting, the Companies proposed a 35% customer share to be adjusted depending upon the number of participating customers. Following the meeting the Companies were told that if the demand for a tilling study was dropped that the sliding scale approach would be more acceptable to the Agency. There was never any outright rejection of the sliding scale approach until your letter of December 24, 1990.

The Agency made it quite clear, both during the meeting on December 7, 1990 and after, that its first desire was a global settlement in order to avoid litigation entirely. The Agency recognized that a global settlement was not likely and stated that in the alternative a carve-out proposal might be agreeable if it included acceptance of the ROD and performance of the RDI. The Department of Justice representative made it very clear that he would prefer not to litigate against both classes of PRPs (customers and owner/operators) if at all possible. The Companies left the meeting believing that the Agency wanted a proposal which included acceptance of the ROD and a customer class resolution accounting for 35% of the work.

A critical item of agreement during the December 7th meeting was that the settling customers would be able to select the work comprising the carve-out portion. It was understood that first choice of the work would be given to the settlers, subject to revision following completion of the RDI. This was a major incentive to settlement because of the uncertainty and complexity associated with the residential work.

From the beginning, the Companies proposed an approach that would protect them if major customers did not join in the settlement. It was made crystal clear to the Agency that, if there were substantial customers who chose not to settle, residential work would be the first item dropped from the work of the settlers. The very function of the sliding scale proposal was to delete the most uncertain and complex part of the work in the event of significant non-participation. The position of the Companies has never changed as to the interrelationship of customer participation to the degree of performance of residential work.

On December 13, 1990, in a letter to you from Mr. Bicknell, a representative of one of the Companies, the customers proposed doing 35% of the ROD, conditioned only upon the Agency sanctioning a study of tilling as part of the RDI. The proposal did include a sliding scale adjustment based on customer participation consistent with the basic premise discussed at the December 7th meeting. It was believed that this proposal provided the Agency with the elements it was looking for following the discussion of December 7, 1990.

Following the December 13, 1990 letter, on December 21, 1990, a meeting took place involving most of the Order recipients with EPA in your Chicago office. There were several points that were made during the course of the meeting. The Agency indicated very clearly that it was their belief that tilling should have been studied as part of the remedial investigation and feasibility study ("RI/FS"). Also the Agency indicated that it believed it was too late in the process for it to consider tilling. Finally the Agency made the point that tilling should be studied in the future as a remedial alternative at other lead sites.

In response the customers made the point that they did not have the opportunity to participate in the RI/FS, and therefore, they could not be faulted for the fact that the RI/FS did not address tilling. Furthermore, the customers made it clear that tilling could be studied without interfering with the RDI or delaying implementation of the ROD. Towards the end of the meeting the Agency requested information on tilling which was subsequently provided to Mr. Bradley for his review.

This information included an outline of a tilling study proposed by the customers. During the December 21 meeting and in subsequent conversations with Mr. Williams, a representative of one of the Companies, the inference was made that tilling might be considered by the Agency in the context of a global settlement.

On December 24, 1990, the parties received a letter from you responding to the December 13th proposal. This was the first time the Agency formally rejected the sliding scale (i.e. pro rata share) approach. The Agency stated that it would not accept less than 35% of the remedy being performed by the customer settlers and that tilling was unacceptable as part of a carve-out proposal.

In addition, you identified other issues in your letter that were not mentioned in our correspondence of December 13th or in the December 7th meeting that would "warrant further discussion." One of the remaining issues to be discussed further was whether or not the carve-out group was willing to do the RDI in addition to 35% of the remedial action. In return, the Agency would agree not to include an amount for "other contingencies" when calculating the 35% share. The Agency has stated repeatedly that it believes this to be a fair tradeoff. It is clear from your letter of December 24, 1990, that this issue was going to require "further discussion." There was no agreement then or thereafter that the customers would perform the RDI over and above the 35% share of the remedial action. In any event, the EPA rejected the December 13, 1990 proposal.

During a phone conversation with me on January 2, 1991, you specifically requested that the parties explore ways to get N.L. Industries to the table. We discussed during that conversation that N.L. might be willing to settle if a tilling study was part of the remedial design. You told me that it was unlikely that the Agency would agree to any proposal which included tilling but again expressed interest in a global settlement. We both knew that even with tilling, any agreement with N.L. was unlikely because of the serious cost allocation differences between N.L. and the customers.

Following your December 24, 1990 letter, the Companies, along with almost all of the major viable customers, on January 9, 1991, made a new proposal to perform 35% of the work, which was not contingent on customer participation (no sliding scale adjustment). The only condition to this proposal was that tilling be studied as part of the RDI. This condition was critical to the participation of almost all of the major customers. As the offer was presented, the Agency had control

of both the design and review of the results of the tilling study. In essence, it was a "no lose" proposition for the Agency. During our meeting of January 15, you acknowledged as much before leaving the room to discuss the matter further with Mr. Bradley and Mr. Giller. In between your letter of December 24th and the response of January 9, 1991, the Companies met and talked with many of the customers to get a sense of their willingness to proceed with the 35% carve-out absent tilling. It was clear that most customers would not go forward with the carve-out absent tilling. The parties told you during the January 15 meeting that there would be little support for a 35% carve-out if tilling was not considered during the remedial design stage. Nevertheless, when you returned to the room, you rejected the January 9th proposal.

Following the meeting on January 15, 1991, it became clear that the only real chance for an agreement was to combine tilling with a global settlement. The Agency had several times expressed a desire that the entire matter be settled and had rejected tilling as part of any customer carve-out proposal. At the same time, the Companies realized that tilling was essential to the participation of N.L. Industries and several of the major customers.

On January 17, 1991, two days after the meeting in Chicago, the parties proposed to you in writing a global settlement which included a tilling study, giving the Agency the control that was discussed in the letter of January 9, 1991. This was the first proposal to include a joint commitment by the major customers and N.L. to perform the ROD. In addition to submitting this global proposal, you suggested that the parties also submit a carve-out proposal without tilling. The parties told you then that submitting any alternative proposal that did not include tilling would have been viewed as bad faith by the parties (N.L., Johnson Controls, Allied, etc.) that are committed to tilling, thus killing any possibility of a global agreement.

As you know, it was a substantial accomplishment to get N.L. to agree to accept the residential cleanup level in the ROD. The only consideration requested in return was that the Agency fairly assess a study of tilling as an alternative remedial option. The Agency had previously acknowledged that tilling should have been considered in the RI/FS. In your letter of February 1, 1991, which rejected the global agreement, you recognized that significant strides had been made to even put the offer together.

Following rejection by the Agency of the customer carve-out and global settlement proposals which included the tilling study, these Companies (which represent by volume less than 40% of the viable customer PRPs receiving the Order), on February 7, 1991, submitted a new proposal which did not include tilling. The rationale of the Companies for this new proposal was to go forward and perform the entire customer share (35%) of the ROD in return for certain protections which were necessary because of the small number of customers that were interested in settling absent a tilling study. The Companies offered to pay or perform work amounting to $10,200,000 in exchange for these protections. At a minimum, $8,600,000 worth of work as described in the ROD would be performed under this proposal, with the remainder being paid in cash. The cash payment could be applied by the Agency or the nonsettlers to the remaining residential work. As discussed above, the Agency changed two elements of the Companies' February 7th proposal.

The Agency proposed that the interested customers perform excavation in and around the residences near the site. The Companies' proposal would have limited the off-site work to cleanup of the alleys in Venice and Eagle Park Acres, without disturbing the residences. Furthermore, the Agency proposed that the interested customers pay $1,200,000 for the RDI in addition to 35% of the remedial design/remedial action. Although both of these changes have been previously mentioned, some additional explanation may help the Agency understand the position of the Companies on these two points.

From the very beginning of the negotiations, the Agency agreed that the Companies would be able to select the work that would comprise the carve-out. As part of the initial proposal, the Companies requested that the residential work be left to the nonsettlers. The Companies believe that it is consistent with the various equitable elements of CERCLA and CERCLA settlements, that the nonsettling parties bear the risks associated with the residential work. They proposed that any remaining monies following performance of the on-site work could be given to the Agency to be either held in trust or to be applied to future expenses of the Agency. Various alternatives were discussed; however, the actual residential work to be done was never defined in any of the meetings or correspondence and was always tied to customer participation.

The Companies' last proposal included cleanup of the alleys and a cash contribution towards the remaining residential work. As recently as last week the Companies were told that the people of Granite City do not want the residential work to proceed as set forth in the ROD. If this is so, as the Companies believe, commencement of yard excavation, on any

scale, presents a potential public relations disaster. If there is public resistance to the commencement of excavation in and around the residences, the settling customers would not only bear a substantially disproportionate share of the ROD and RDI costs, but, in addition, all of the public relations, other administrative, and access costs as well.

The Companies have told the Agency that they are willing to agree that in the event Johnson Controls, Exide, and Allied join in the settlement, all of whom have experience in either lead-soil or residential cleanups or both, and, are three of the top four customer contributors to the site, that the Companies will do additional residential work in lieu of a cash payment. You stated that in your opinion Johnson Controls, Allied and Exide would settle if the Companies entered into an agreement with the Agency. The Companies stated that if you are correct, excavation around the residences would be done. Despite your stated beliefs that they would settle and that they are "bluffing", you rejected the proposal of the Companies.

You also stated that it was your firm belief that N.L. Industries would not go forward with the litigation alone. Under the proposal of these Companies if N.L. settled, all of the residential work would be done as set forth in the ROD. However, the Agency still found the final proposal of the Companies to be unacceptable. The nature of these two additional elements, and their limits, underscores the fact that this offer poses very little risk to the government, particularly in light of the government's settlement scenario. If the government's prediction regarding settlement did not take place, the Agency would have $1,600,000 to apply to the remaining residential work as set forth in the ROD and $8,600,000 worth of work completed. If the Agency is correct in its settlement scenario, acceptance of the proposal of the Companies would result in a complete resolution and implementation of the ROD, without a study of tilling. The Agency was more than remiss in rejecting this proposal.

The second change proposed by the Agency was the addition of the $1,200,000 RDI costs on top of 35% of the remedial design/remedial action costs. In the last couple of weeks, the Agency told the Companies that it now believes that the "other contingency" costs, which are described in the ROD but for which a dollar estimate is not given, are three times the RDI costs. After discussions between the technical people representing the Companies and Agency technical staff, the Companies disagree. The Companies' some time ago gave the Agency their estimate that the cost of the other contingencies will not exceed $150,000 based upon the Agency's description of what they entail. Rather than swap these two items as

suggested by the Agency, which seems to be eminently unfair to the Companies, the Companies proposed that both items be included in the ROD costs and that they would agree to pay 35% of the total. The other contingency costs would be subject to a more precise estimate following the completion of the RDI and at that time adjustments could be made. Also, the parties would know then the final costs of the RDI. If the original tradeoff represented such a good deal for the Companies as suggested by the Agency, the proposal of the Companies should have been acceptable. The Companies were simply asking to be protected in the event their estimate of the other contingencies turned out to be accurate. The Agency refused the proposal of the Companies because it felt that the other contingencies would not be susceptible to estimation even following the ROD. If this is true, the Companies do not understand how the Agency can even estimate the other contingency costs at the present time. The Companies proposed that in the event of a dispute regarding the other contingency costs this matter could be resolved through the dispute resolution mechanism set forth in the Consent Decree. This too was not acceptable to the Agency.

Attached is an exhibit which lays out on a point-by-point basis the two proposals of the Companies. The first proposal indicates what the Companies are willing to do in the event N.L. Industries, Johnson Controls, Exide, and Allied do not join in the settlement. The second proposal lays out what the Companies are willing to do if Johnson Controls, Exide and Allied join in a customer carve-out settlement. As stated above, if N.L. settles, even should Johnson Controls, Exide and Allied not join in the settlement, the Companies are still willing to perform residential work because N.L.'s involvement will insure continuity and the completion of all of the residential work without interruption. The two proposals lay out an impressive amount of cash and work particularly when one considers that less than 40% of the customers by volume are willing to proceed with more than 90% of the customer carve-out portion of the work, providing the remaining ten percent in cash. The alternative proposal would have the Companies doing 100% of the customer carve-out portion of the work. Either of these proposals certainly amounts to a "good faith" effort to comply with the Order. It is regrettable that the Agency refused to accept what the Companies offered.

We would request that this letter along with the following earlier correspondence be made part of the Administrative Record for purposes of any future proceedings: December 13, 1990 letter from Mr. D. J. Bicknell to Messrs. B. Bradley, A. Held and S. Siegel; letter of December 24, 1990 from Mr. S. Siegel to Mr. D. J. Bicknell; letter of January 9, 1991 from

Mr. J. G. Nassif to Mr. S. Siegel; letter of January 17, 1991 from Mr. D. G. Butterworth to Messrs. S. Siegel, A. Held and B. Bradley; letter of February 1, 1991 from Mr. S. Siegel to Mr. D. Butterworth; letter of February 7, 1991 from Mr. J. G. Nassif to Messrs. S. Siegel and A. Held; the letter plus attachments of February 15, 1991 from Mr. J. G. Nassif to Mr. S. Siegel; the letter plus attachments of February 16, 1991 from Mr. J. F. Warchall to Mr. S. Siegel; and, letter of February 19, 1991 from Mr. D. Bicknell to Mr. B. Bradley.

Very truly yours,

Joseph G. Nassif

Enclosures
cc: Mr. Alan Held
Mr. Rodger Field
Mr. Brad Bradley

0195I

NL INDUSTRIES/TARACORP ROD COST ESTIMATION

Unit of Work	Cost ($000)	Comments
Multi-layer Cap (Areas 1-3)	712	$1,233 Areas 1-8; FS esti
Indirect Capital Costs (45%)	1,032	
Contingency (25%)		
Engineer (15%)		
Legal (5%)		
Bottom Liner	133	FS adj esti
Indirect Capital Cost (45%)	193	
SLLR Pile	109	FS esti
Indirect Capital Cost (45%)	158	
Contained Drosses	6.5	FS esti
Indirect Capital Cost (45%)	9.4	
Area 1	1,663	ROD esti
Indirect Capital Cost (45%)	2,411	
Area 2	1,603	FS esti
Indirect Capital Cost (45%)	2,324	
Area 3 (4,750 CY)	491	CY x $103.3/CY
Indirect Capital Cost (45%)	712	
Other Costs	1094	Revised esti
Monitoring Well	14	FS esti 1.8
Deed Restrictions	15	FS esti
Safety Program	40	FS esti
Mobilization	300	FS esti 65
Dust Control	400	FS esti 40
Equip't Decon	200	FS esti 40
Off-site Drainage	25	FS esti
Fence	100	PRP esti
Indirect Capital Cost (45%)	1,586.3	
Blood-Lead Survey	500	EPA revised esti
Alleys-Venice,Eagle Park,etc	748	FS esti 106 w/
Indirect Capital Cost (45%)	1,085	7 fold factor
Eagle Park Acres Ditch	1,186	FS esti 118 w/
Indirect Capital Cost (45%)	1,719	10 fold factor

Annual O/M	53	FS esti 35
Indirect Capital Cost (45%)	77	For WP&Reports
Present Worth - 30 yr, 5%	1,177	
Air Monitoring	0.5	FS esti
Air Sample Analysis	8	FS esti
Groundwater Sampling	8.5	FS esti 1.8
Groundwater Analysis	14.3	Indi after yr 2
Site Mowing	6.5	FS esti
Site Inspection	2	FS esti
Misc Site Work/Repair	9	FS esti
Site Work Materials	4	FS esti

New Estimates Outside of FS

Area 4 (26,600 CY)	2,748	CY x $103.3/CY
Indirect Capital Cost (45%)	3,985	
Area 5 (5,560 CY)	393	CY x $103.3/CY
Indirect Capital Cost (45%)	570	
Area 6 (9,500 CY)	982	CY x $103.3/CY
Indirect Capital Costs (45%)	1,424	
Area 7 (4,750 CY)	491	CY x $103.3/CY
Indirect Capital Costs (45%)	712	
Area 8 (34,200 CY)	3,533	CY x $103.3/CY
Indirect Capital Costs	5,123	
Extra Multi-layer Cap Area	521	FS adj esti
Indirect Capital Cost (45%)	756	
Additional Bottom Liner	534	FS adj esti
Indirect Capital Cost (45%)	774	
Other Costs	940	
Safety Program	40	FS esti
Mobilization	300	FS esti 65
Dust Control	500	FS esti 40
Equip't Decon	200	FS esti 40
Indirect Capital Cost (45%)	1,363	
Home Interior Inspections	231	$150/house
Indirect Capital Cost (45%)	335	
Other Contingency Measures		see assumptions
Indirect Capital Cost (45%)	?	
Remedial Design Investigation	1,266	EPA/PRP esti.
Total	29,214.7	

Total Costs do not include Contingency Plans/Measures

Assumptions:

***Bottom liner** - Alternative "E" FS cost estimate for total cost of pile + residential soils liner - $1,259 X residential soil (98,567 CY) = $667,270 for liner resi and pile soils (183,567 CY)

***Residential soils-**

-3" depth removal per FS cost estimate

-62.5% average surface area/block to be excavated per Enroserv Midwest 11/6/90 Report

-160,000 average sq.ft./block per Enroserv Midwest 11/6/90 Report

-950 average CY/block per Enroserv Midwest 11/6/90 Report

-98 total residential blocks in Areas 1 - 8 per Surdex 2/90 aerial photographs

-$103.3/CY for residential soil remediation, which includes soil removal and replacement, trees/shrub replacement, and pavement cost.

***Monitoring wells-**

-installation - 4 deep wells at 60 ft./well x $60/ft. = $14,400

-annual monitoring -

-collection-17 wells x 2 times/yr = 34 samples x $250/sample = $8,500/yr

-analysis-34 samples + QA/QC = [43 samples x $1,500/HSL analysis = $64,500/yr x 2 yr = $129,000/ 2 yr] + [43 samples x $250/ indicator analysis = $10,750/yr x 28 yr = $301,000] = $430,000/30 yr = $14,300/yr

***Home Interior Inspections -**

-XRF in-house inspection for lead sources (e.g., paint, plaster) at $150/house (3 hrs/house at $50/hr) x 1421 houses = $231,150

***Other Contingency Measures -**

This element was originally generated at the request of EPA and based upon the scenario provided by EPA at a cost of $104,383, including indirect capital costs the total figure is $151,000. Outlined below are the assumptions used to craft the EPA scenario constituting Other Contingency Measures.

It should be noted that the 25% contingency component of the 45% indirect capital cost figure applied to Areas 2-8 estimates of residential cubic yards brings the average available surface area to be excavated to about 80% of the residential plot, which is greater than the single highest PRP estimate of any available residential surface area. Additionally, Area 2-8 estimates assume that <u>every</u> residential plot will be remediated; yet one needs to recognize the fact that a significant number of residences included within the Areas 2-8 estimates will not need remediation (i.e., have yards less than the action level of 500 ppm soil-lead). Given these facts, the inclusion of this item is very questionable in the PRP's opinion.

-driveway at average residence = 8' x 30' = 240 sq ft x 1421 houses = 341,040 sq ft

-assume that one out of five houses removes driveway = 341,040 sq ft / 5 = 68,208 sq ft as contingency.

-68,280 sq ft x 3" depth removal of soil = 27,283 cu ft / 27 cu ft/CY = 1010 CY x $103.3/CY = $104,383

Carve-out

Unit of Work	Cost ($000)	Comments
Multi-layer Cap (Pile & Area 1)	712	$1,233 Areas 1-8;
Indirect Capital Costs (45%)	1,032	FS esti
Bottom Liner	133	FS adj esti
Indirect Capital Cost (45%)	193	
SLLR Pile	109	FS esti
Indirect Capital Cost (45%)	158	
Contained Drosses	6.5	FS esti
Indirect Capital Cost (45%)	9.4	
Area 1	1,663	ROD esti
Indirect Capital Cost (45%)	2,411	
Alleys-Venice,Eagle Park,etc	748	FS esti 106 w/
Indirect Capital Cost (45%)	1,085	7 fold factor**
Remedial Design Investigation	1,266	EPA/PRP esti
EPA Past Costs	300	EPA esti
Cash-out of Work	1,684.3	Applied at EPA's discretion**
Blood-Lead Survey	500	EPA revised esti
Other Costs	1,094	Revised esti
Monitoring Well	14	FS esti 1.8
Deed Restrictions	15	FS esti
Safety Program	40	FS esti
Mobilization	300	FS esti 65
Dust Control	400	FS esti 40
Equip't Decon	200	FS esti 40
Off-site Drainage	25	FS esti
Fence	100	PRP esti
Indirect Capital Cost (45%)	1,586.3	
Total	10,225.0	

* If the RD cost estimate is < or > 10% of the $ 29.21 million value, work may be added to or deleted from the above units to maintain a 35% generator carve-out.

** If Johnson Control, Allied-Signal, and Exide are settling parties, then Area 2 or 3 residential work may be substituted for all or part of the asterisk units of work on an equivalent cost basis, while maintaining a 35% generator carve-out.